

**FIFTH LEGISLATIVE DAY  
FRIDAY, JANUARY 10, 2003**

House of Representatives

The House convened at 8 a.m., Mr. Denney in the Chair.

Roll call showed 62 members present.

Absent and excused -- Bieter, Crow, Jaquet, Kellogg, Ridinger, Schaefer, Shepherd, Mr. Speaker. Total -- 8.

Total -- 70.

Prayer was offered by Chaplain Jim Hardenbrook.

The Pledge of Allegiance was led by Jenna Adams, Page.

**Approval of Journal**

January 10, 2003

Mr. Speaker:

We, your COMMITTEE ON JUDICIARY, RULES, AND ADMINISTRATION, report that we have read and approved the House Journal of the Fourth Legislative Day and recommend that same be adopted as corrected.

FIELD(18), Chairman

Mrs. Field(18) moved that the report be adopted. Seconded by Mrs. Boe. Report adopted.

**Consideration of Messages from the  
Governor and the Senate**

January 9, 2003

Mr. Speaker:

I return herewith **HCR 3** which has passed the Senate.

WOOD, Secretary

**HCR 3** was referred to the Judiciary, Rules, and Administration Committee for enrolling.

There being no objection, the House advanced to the Seventh Order of Business.

**Motions, Memorials, and Resolutions**

**HOUSE CONCURRENT RESOLUTION NO. 4  
BY JUDICIARY, RULES, AND ADMINISTRATION  
COMMITTEE**

A CONCURRENT RESOLUTION

PROVIDING FOR PRINTING OF HOUSE AND SENATE BILLS, RESOLUTIONS, MEMORIALS AND AMENDMENTS, AND FIXING THE PRICE FOR PRINTING THE SAME.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee have, according to law, made provisions for the printing of the House

and Senate bills, resolutions, memorials and amendments;

NOW, THEREFORE, in accordance with a written contract duly made and entered into by the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee;

BE IT RESOLVED by the members of the First Regular Session of the Fifty-seventh Idaho Legislature, the House of Representatives and the Senate concurring therein, that the contract for the printing of the House and Senate bills, resolutions, memorials and amendments, in accordance with the provisions of law and in accordance with the written contract between the Joint Committee as party of the first part, and the Bureau of Copy and Records Services, Boise, Idaho, as party of the second part, be, and the same is hereby ratified and concurred in, and is incorporated herein, and made a part of this resolution in words and figures following, to wit:

**PRINTING AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of January, 2003, by and between the HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE and the SENATE JUDICIARY AND RULES COMMITTEE of the First Regular Session of the Fifty-seventh Idaho Legislature, hereinafter referred to as the Joint Committee, and the Bureau of Copy and Records Services, hereinafter referred to as the Bureau of Copy and Records Services.

**WITNESSETH:**

That pursuant to written bids submitted to and considered by the Joint Committee, a contract for legislative printing is hereby awarded to the Bureau of Copy and Records Services per your letter response of October 24, 2002, for the First and Second Regular Sessions and any Extraordinary Sessions of the Fifty-seventh Idaho Legislature upon the following additional terms and conditions:

1. That the Bureau of Copy and Records Services will utilize the Docutech printer process from "Camera Ready" copies, as these terms are used and recognized in the trade, to print House and Senate bills, resolutions and memorials.

2. That the Bureau of Copy and Records Services concurrently with the execution of this contract, deliver to the Joint Committee good and sufficient surety bond or other collateral, if and when requested, in the manner and form, and with a surety acceptable to the Joint Committee, in the sum of five thousand dollars (\$5,000), guaranteeing the satisfactory and faithful performance by the Bureau of Copy and Records Services of all the terms and conditions of this contract.

3. That the Bureau of Copy and Records Services will maintain at all times a high standard of workmanship to the end that all printing will be neat, clean, legible and with adequate contrast between print and paper to be easily read.

4. That the Bureau of Copy and Records Services will insure that all bills, resolutions and memorials will have neat and proper underlining, strikeouts and deletions and that the paper used will be properly punched and sized.

5. That for the purposes of this contract, all printing will be received from and delivered to the presiding officer of each house

or his designee.

6. That the Bureau of Copy and Records Services will deliver all standard lot printed material conforming to the above requirements by 9 a.m. the next morning after receipt of copy, unless prior arrangements have been made.

7. Upon failure to deliver such bills in the manner and within the time herein specified, this contract may be deemed terminated forthwith at the option of the Joint Committee and recourse had against the Bureau of Copy and Records Services bond.

8. That a standard lot of printed material will be four hundred twenty (420) copies or less of individual bills, resolutions or memorials at a cost of eighteen dollars (\$18.00) per printed page which shall also provide for more or less copies in units of one hundred (100) at the same rate per page.

9. That the Bureau of Copy and Records Services will pick up "Camera Ready" copy at least twice daily of each day that the Legislature is in session.

10. That the Bureau of Copy and Records Services shall make copies available for sale to the public at the base per page rate, provided the order for such is received prior to the time the bill is printed.

11. That the Joint Committee reserves to itself the sole and exclusive decision as to the proper fulfillment of the terms and conditions of this agreement by the Bureau of Copy and Records Services and that the Joint Committee may terminate this agreement upon twenty-four (24) hours notice to the Bureau of Copy and Records Services, with no liability accruing to the Joint Committee or to the State except for printing already completed and delivered.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands as of the day and year first above written.

By /s/ Bruce Newcomb

BRUCE NEWCOMB, Speaker of the House

HOUSE JUDICIARY, RULES, AND ADMINISTRATION  
COMMITTEE

By /s/ Debbie Field

DEBBIE FIELD, Chairman

By /s/ Robert L. Geddes

ROBERT L. GEDDES, President Pro Tempore

SENATE JUDICIARY AND RULES COMMITTEE

By /s/ Denton Darrington

DENTON DARRINGTON, Chairman

BUREAU OF COPY AND RECORDS SERVICES

By /s/ Mona R. Whittington

MONA R. WHITTINGTON, Supervisor

**HOUSE CONCURRENT RESOLUTION NO. 5  
BY JUDICIARY, RULES, AND ADMINISTRATION  
COMMITTEE**

A CONCURRENT RESOLUTION  
PROVIDING FOR PRINTING THE HOUSE AND

SENATE LEGISLATIVE DAILY JOURNALS AND FIXING  
THE PRICE FOR PRINTING THE SAME.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, Section 67-509, Idaho Code, has made provisions for the printing of the House and Senate Legislative Daily Journals;

NOW, THEREFORE, in accordance with a written contract duly made and entered into by the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee;

BE IT RESOLVED, by the members of the First Regular Session of the Fifty-seventh Idaho Legislature, that the contract for the printing of the House and Senate Legislative Daily Journals in accordance with the provisions of law and in accordance with the written contract between the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee, as party of the first part, and Bureau of Copy and Records Services, of Boise, Idaho, as party of the second part, be, and the same is hereby ratified and confirmed, and is incorporated herein and made a part of this resolution, in words and figures following, to wit:

**PRINTING AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of January, 2003, by and between the HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE and the SENATE JUDICIARY AND RULES COMMITTEE of the First Regular Session of the Fifty-seventh Idaho Legislature, hereinafter mentioned as party of the first part, and BUREAU OF COPY AND RECORDS SERVICES, Boise, Idaho, hereinafter mentioned as party of the second part;

**WITNESSETH:**

That pursuant to a resolution of said party of the first part and written quotation submitted by party of the second part, a contract for legislative printing is hereby awarded to the said Bureau of Copy and Records Services, as follows:

**HOUSE AND SENATE DAILY JOURNAL  
FIRST AND SECOND REGULAR SESSIONS  
AND ANY EXTRAORDINARY SESSIONS**

200 copies of House Journal

200 copies of Senate Journal

400 total copies ..... \$18.00 per page

100 additional copies ..... \$18.00 per page

IT IS AGREED by the parties hereto that all of said printing shall be done in the form and manner and upon such suitable material as was included in the bid specifications and is now required by the statutes of the State of Idaho; where not otherwise herein provided, such statutes shall be controlling, and particularly as to the printing of Legislative Journals, the same shall be printed in conformity with Section 67-509, Idaho Code, which section is hereby referred to and by reference made a part

of this contract as though set forth herein at length; that the number of copies to be supplied under this contract may from time to time be determined by the party of the first part; and that all other terms of the specifications for the Journals of the party of the first part shall be complied with as though set forth herein at length.

IT IS AGREED that in the printing of the Journal the same shall be delivered daily on the desk of the Chief Clerk of the House, and on the desk of the Secretary of the Senate not later than the hour of 9 a.m. on each day; provided, that the party of the second part shall not be responsible in this respect, in cases of unreasonable delay in furnishing copy for such printing to the party of the second part.

The party of the second part further covenants and agrees to deliver to the party of the first part good and sufficient surety bond or other collateral, if and when requested, in the manner and form, and with a surety acceptable to the party of the first part, in the sum of Five Thousand Dollars (\$5,000), guaranteeing the satisfactory and faithful performance by the party of the second part of all the conditions and covenants of this contract.

IN WITNESS WHEREOF, the party of the second part has caused these presents to be executed by its proper official and the party of the first part, by Concurrent Resolution, has caused these presents to be executed by its proper officials.

Party of the First Part

By /s/ Bruce Newcomb

BRUCE NEWCOMB, Speaker of the House

HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE

By /s/ Debbie Field

DEBBIE FIELD, Chairman

By /s/ Robert L. Geddes

ROBERT L. GEDDES, President Pro Tempore

SENATE JUDICIARY AND RULES COMMITTEE

By /s/ Denton Darrington

DENTON DARRINGTON, Chairman

Party of the Second Part

BUREAU OF COPY AND RECORDS SERVICES

By /s/ Mona R. Whittington

MONA R. WHITTINGTON, Supervisor

**HOUSE CONCURRENT RESOLUTION NO. 6  
BY JUDICIARY, RULES, AND ADMINISTRATION  
COMMITTEE**

**A CONCURRENT RESOLUTION**

**PROVIDING FOR PRINTING THE HOUSE AND  
SENATE LEGISLATIVE PERMANENT JOURNALS AND  
FIXING THE PRICE FOR PRINTING THE SAME.**

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, Section 67-509, Idaho Code, has made provisions for the printing of the House and Senate Legislative Permanent Journals;

NOW, THEREFORE, in accordance with a written contract duly made and entered into by the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee;

BE IT RESOLVED, by the members of the First Regular Session of the Fifty-seventh Idaho Legislature, that the contract for the printing of the House and Senate Legislative Permanent Journals in accordance with the provisions of law and in accordance with the written contract between the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee, as party of the first part, and Custom Printing, of Nampa, Idaho, as party of the second part, be, and the same is hereby ratified and confirmed, and is incorporated herein and made a part of this resolution, in words and figures following, to wit:

**PRINTING AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of January, 2003, by and between the HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE and the SENATE JUDICIARY AND RULES COMMITTEE of the First Regular Session of the Fifty-seventh Idaho Legislature, hereinafter mentioned as party of the first part, and CUSTOM PRINTING, Nampa, Idaho, hereinafter mentioned as party of the second part;

**WITNESSETH:**

That pursuant to a resolution of said party of the first part and written quotation submitted by party of the second part, a contract for legislative printing is hereby awarded to the said Custom Printing, as follows:

**PERMANENT JOURNAL  
FIRST AND SECOND REGULAR SESSIONS  
AND ANY EXTRAORDINARY SESSIONS**

160 copies of House Permanent Journal, including 6 hard-bound gold lettered volumes	
160 copies of Senate Permanent Journal, including 6 hard-bound gold lettered volumes	
320 total copies .....	\$42.00 per page
Additional hard-bound gold lettered volumes .....	\$50.00 per volume

IT IS AGREED by the parties hereto that all of said printing shall be done in the form and manner and upon such suitable material as was included in the bid specifications and is now required by the statutes of the State of Idaho; where not otherwise herein provided, such statutes shall be controlling, and particularly as to the printing of Legislative Journals, the same shall be printed in conformity with Section 67-509, Idaho Code, which section is hereby referred to and by reference made a part of this contract as though set forth herein at length; that the number of copies to be supplied under this contract may from

time to time be determined by the party of the first part; and that all other terms of the specifications for the Journals of the party of the first part shall be complied with as though set forth herein at length.

IT IS FURTHER AGREED, that the permanent printed Journal shall be delivered to the Chief Clerk of the House not later than thirty (30) working days from date of receipt of final House copy, and to the Secretary of the Senate not later than thirty (30) working days from date of receipt of final Senate copy, and that for each day's failure to so deliver, there shall be deducted from the contract price for printing said Journal the sum of Fifty Dollars (\$50.00) per day for each day's delay.

The party of the second part further covenants and agrees to deliver to the party of the first part good and sufficient surety bond or other collateral, if and when requested, in the manner and form, and with a surety acceptable to the party of the first part, in the sum of Five Thousand Dollars (\$5,000), guaranteeing the satisfactory and faithful performance by the party of the second part of all the conditions and covenants of this contract.

IN WITNESS WHEREOF, the party of the second part has caused these presents to be executed by its proper official and the party of the first part, by Concurrent Resolution, has caused these presents to be executed by its proper officials.

#### Party of the First Part

By /s/ Bruce Newcomb

BRUCE NEWCOMB, Speaker of the House

#### HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE

By /s/ Debbie Field

DEBBIE FIELD, Chairman

By /s/ Robert L. Geddes

ROBERT L. GEDDES, President Pro Tempore

#### SENATE JUDICIARY AND RULES COMMITTEE

By /s/ Denton Darrington

DENTON DARRINGTON, Chairman

#### Party of the Second Part

#### CUSTOM PRINTING

By /s/ Michael B. Cutler

MICHAEL B. CUTLER

### **HOUSE CONCURRENT RESOLUTION NO. 7 BY JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE**

#### A CONCURRENT RESOLUTION

PROVIDING FOR PRINTING THE SESSION LAWS, FIXING THE PRICE FOR PRINTING THE SAME, AND THE PRICE WHICH THE PUBLIC SHALL BE CHARGED FOR COPIES OF THE SESSION LAWS.

Be It Resolved by the Legislature of the State of Idaho:

WHEREAS, Section 67-904, Idaho Code, has made provisions for the printing of the Session Laws;

NOW, THEREFORE, in accordance with a written contract duly made and entered into by the Speaker of the House of Representatives and the President Pro Tempore of the Senate and the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee of the Legislature of the State of Idaho hereinafter referred to as the Joint Committee;

BE IT RESOLVED by the members of the First Regular Session of the Fifty-seventh Idaho Legislature, the House of Representatives and the Senate concurring therein, that the contract for the printing of the Session Laws of the First and Second Regular Sessions, Fifty-seventh Idaho Legislature, and the Session Laws of any Extraordinary Session, Fifty-seventh Idaho Legislature, in accordance with the provisions of law and in accordance with the written contract between the Speaker of the House of Representatives and the President Pro Tempore of the Senate and the Joint Committee as party of the first part, and

THE CAXTON PRINTERS, LTD., of Caldwell, Idaho, as party of the second part, be, and the same is hereby ratified, confirmed and concurred in, and is incorporated herein and made a part of this resolution, in words and figures following, to wit:

#### PRINTING CONTRACT

THIS AGREEMENT, made and entered into this 13th day of January, 2003, by and between the Speaker of the House of Representatives, Bruce Newcomb, and the President Pro Tempore of the Senate, Robert L. Geddes, the Joint Committee of the House Judiciary, Rules, and Administration Committee and the Senate Judiciary and Rules Committee of the Legislature of the State of Idaho, hereinafter mentioned as party of the first part, and THE CAXTON PRINTERS, LTD., of Caldwell, Idaho, hereinafter mentioned as party of the second part;

#### WITNESSETH:

That pursuant to a resolution of said party of the first part and written bid submitted to the said party of the first part by the party of the second part, contract for legislative printing is hereby awarded to said THE CAXTON PRINTERS, LTD., as follows:

#### SESSION LAWS

For printing and binding eight hundred (800) copies of the Session Laws of the First Regular Session of the Fifty-seventh Idaho Legislature and for printing and binding eight hundred (800) copies of the Session Laws of the Second Regular Session of the Fifty-seventh Idaho Legislature and the Session Laws of any Extraordinary Session of the Fifty-seventh Idaho Legislature: Nineteen dollars and ten cents (\$19.10) per page, f.o.b. Boise, Idaho, if produced by offset lithography with camera-ready copy being furnished party of the second part, plus six dollars and seventy-five cents (\$6.75) per volume for binding. For pages requiring reduction shots, an additional seven dollars (\$7.00) per page charge. Each volume to be Smythe sewed, rounded and backed with suitable headbands and Roxite Library Buckram over a 15 point Red Label Davey Board. The party of the second part shall provide an additional quantity to be made available to the

general public at forty-two dollars (\$42.00) per single volume, and fifty-three dollars and fifty cents (\$53.50) per set of two volumes, if a second volume is required. The Session Laws of any Extraordinary Session adjourned prior to June 1, 2003, shall be included in the Session Laws of the First Regular Session, or if adjourned prior to June 1, 2004, shall be included in the Session Laws of the Second Regular Session. No charge shall be made by the party of the second part for proofreading or blank pages.

IT IS AGREED between the parties hereto that all of said printing shall be done in the form and manner as submitted in written bid dated October 27, 2002, by party of the second part, and in compliance with the statutes of the State of Idaho where not otherwise provided, such statutes shall be controlling.

IT IS FURTHER AGREED that said Session Laws shall be printed, delivered to and be ready for distribution by the Secretary of State in conformity with the provisions of Section 67-904, Idaho Code, which section is hereby referred to and by such reference made a part of this contract as though set forth at length herein, and particularly as follows:

The Session Laws shall be printed and made available for distribution within sixty (60) days after the last day on which the Governor may sign or approve bills following adjournment of the session of the legislature which enacted or passed the measures included in the Session Laws, or within thirty (30) days after the delivery to the party of the second part of the proper title pages, certificate pages, tables of laws and statutes amended and repealed and a proper index of the contents of the Session Laws, whichever date is first in time.

Such printing and delivery of said Session Laws to the Secretary of State are to be made as provided by law; that for each day's failure to so deliver volumes of such Session Laws as herein provided, there shall be deducted from the contract price for printing said Session Laws the sum of fifty dollars (\$50.00) per day for each day's delay; provided, however, that the party of the second part shall not be held responsible for delay occasioned by failure to furnish copy for such printing to the party of the second part and such delay shall, to the same extent, extend the time for the performance of this agreement.

IN WITNESS WHEREOF, the party of the second part has caused these presents to be executed by its proper officials, and the party of the first part, by Concurrent Resolution has caused these presents to be executed by its proper officials.

Party of the First Part

By /s/ Bruce Newcomb

BRUCE NEWCOMB, Speaker of the House

HOUSE JUDICIARY, RULES, AND ADMINISTRATION COMMITTEE

By /s/Debbie Field

DEBBIE FIELD, Chairman

By /s/ Robert L. Geddes

ROBERT L. GEDDES, President Pro Tempore

SENATE JUDICIARY AND RULES COMMITTEE

By /s/ Denton Darrington

DENTON DARRINGTON, Chairman

Party of the Second Part

THE CAXTON PRINTERS, LTD.

By /s/ Dave Gipson

DAVE GIPSON, Vice President

**HCR 4, HCR 5, HCR 6, and HCR 7** were introduced, read the first time by title, and referred to the Judiciary, Rules, and Administration Committee for printing.

### **Introduction, First Reading, and Reference of Bills and Joint Resolutions**

#### **HOUSE BILL NO. 70 BY COMMERCE AND HUMAN RESOURCES COMMITTEE**

##### **AN ACT**

RELATING TO THE EMPLOYMENT SECURITY LAW; AMENDING SECTION 72-1350, IDAHO CODE, TO PROVIDE THAT THE TAXABLE WAGE BASE FOR CALENDAR YEARS 2003 AND 2004 SHALL BE THE TAXABLE WAGE BASE IN EFFECT FOR CALENDAR YEAR 2002 AND TO PROVIDE THAT TAXABLE WAGE RATE SCHEDULE II SHALL BE EFFECTIVE FOR CALENDAR YEARS 2003 AND 2004; DECLARING AN EMERGENCY AND PROVIDING RETROACTIVE APPLICATION.

**H 70** was introduced, read the first time by title, and referred to the Judiciary, Rules, and Administration Committee for printing.

There being no objection, the House advanced to the Tenth Order of Business.

### **Second Reading of Bills and Joint Resolutions**

**HR 1**, by Denney and Jaquet, was read the second time by title and filed for third reading.

There being no objection, the House advanced to the Sixteenth Order of Business.

### **Adjournment**

Mr. Moyle moved that the House adjourn until 11:30 a.m., Monday, January 13, 2003. Seconded by Ms. Boe. Motion carried.

Whereupon the Acting Speaker declared the House adjourned at 8:14 a.m.

LAWERENCE DENNEY, Acting Speaker

ATTEST:

PAMM JUKER, Chief Clerk

